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Hearing Date: September 19, 2008
Hearing Time: 4:00 p.m. EDT

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:	Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC.,	08-13555 (JPM)
<i>et al.</i>	(Jointly Administered)
Debtors.	

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**RESERVATION OF RIGHTS AND OBJECTION OF DUN & BRADSTREET TO
DEBTORS' MOTION TO APPROVE THE SALE OF THE PURCHASED
ASSETS AND THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS
RELATING TO THE PURCHASED ASSETS**

Dun & Bradstreet ("D&B"), by and through its counsel, Halperin Battaglia Raicht, LLP, as and for its reservation of rights and objection to the above-captioned debtors' (the "Debtors") motion to approve the sale of the Purchased Assets and the assumption and assignment of contracts relating to the Purchased Assets (the "Sale Motion"), respectfully represents as follows:

OBJECTION

1. D&B is a party to one or more contracts that the Debtors seek to assume and assign in connection with the Sale Motion (the "Contracts"). On September 19, 2008, the Debtors provided a Notice of Assumption and Assignment of, and Amounts Necessary to Cure Defaults Under Contracts and Leases to be Assumed and Assigned to Successful Purchaser (the "Notice") to parties whose contracts may be assumed and assigned. The Notice directs contract parties such as D&B to a website,

<http://chapter11.epiqsystems.com/lehman> (the "Website"), that lists whether a contract is proposed for assumption and assignment as of the closing of the sale. In accordance with the Break-up Fee and Competing Bid Order,¹ the Purchaser has sixty (60) days from entry of the Sale Order to assume additional contracts that were designated for potential assumption on the Website.

2. Certain of the Contracts are listed on the Website, and have been designated for assumption. The Cure Amount for the Contracts is currently listed at \$95,252.65 on the Website. Given the complexity of both the Lehman entities and D&B itself, as well as the shortness of the notice period (less than one business day), D&B has not been able to fully reconcile the amounts due and owing to it under the Contracts. However, D&B has already identified no less than \$222,801.70 due and owing under the Contracts, which is the floor amount for D&B's ultimate Cure Amount under the Contracts. D&B interposes this objection to preserve and protect its rights with respect to all amounts owed to it by the Debtors under the Contract and will endeavor to compile this information expeditiously.

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¹ Capitalized terms used but not defined herein have the meaning ascribed to them in the Notice.

WHEREFORE, D&B reserves its rights and objects to the Sale Motion to the extent it seeks entry of an Order binding D&B to a Cure Amount less than \$222,801.70, which amount D&B should be permitted to amend upon a reasonable reconciliation, given the complexity of the contracts and entities involved.

Dated: New York, New York
September 19, 2008

HALPERIN BATTAGLIA RAICHT, LLP
Counsel to Dun & Bradstreet

By: /s/ Alan D. Halperin
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